

Clear Creek-Amana CSD

Educ. Assn.

8/13/2005 8/12/2007

**AGREEMENT**

**BETWEEN**

**CLEAR CREEK AMANA  
EDUCATION ASSOCIATION**

**AND**

**CLEAR CREEK AMANA  
COMMUNITY SCHOOL DISTRICT**

**FOR THE**

**2005-2007 SCHOOL YEAR**

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**ARTICLE I**  
**GRIEVANCE PROCEDURE**

**A. Definition**

A grievance shall mean that there has been an alleged violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement.

**B. Purpose**

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems, which may from time to time arise under this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.
2. Every employee covered by this Agreement or the Association shall have the right to present grievances in accordance with these procedures.

**C. Procedure**

1. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The failure of an employee or the Association to act on any grievance within the prescribed time limits shall constitute a waiver of the alleged grievance and will act as a bar to further appeal of that alleged grievance. An administrator's failure to give a decision within the prescribed time limits shall permit the grievant to proceed to the next step. The time limits may be extended or reduced by mutual agreement.
2. It is agreed that any investigation or other handling or processing of any grievance by the grieving employee or his/her representative(s) shall be conducted so as to result in no interference with or interruption whatsoever of the instructional program and related work activities of the grieving employee or of the teaching staff. The administration shall determine whether interference has occurred under this paragraph.
3. All grievances must be presented within ten (10) working days of the date of occurrence or knowledge of the occurrence of the event giving rise to the grievance.
4. In grievances processed between the end of one (1) school year and the beginning of the next school year, the computation of working days shall mean Monday through Friday week days (exclusive of July 4th and Memorial Day). If the last day of the time limits falls on a holiday, the time limit shall be extended to the following weekday.

#### D. Grievance Steps

1. Step One. An attempt shall be made to resolve any grievance under this Article through an informal discussion between the grievant and his/her building principal. If requested by the allegedly aggrieved employee, the recognized Association representative(s) may be present in this informal discussion.
2. Step Two. If a grievance is not resolved informally at the first (1st) step, the aggrieved employee shall file the grievance in writing with the building principal within seven (7) working days after the informal conference with the building principal. The written grievance shall state the nature of the grievance, spelling out the specific clause or clauses of this Agreement which have been allegedly violated, misinterpreted, or misapplied, and shall state the remedy requested.

Within seven (7) working days after the principal receives the written grievance, a meeting at a mutually agreeable time shall be held with the aggrieved and his/her representative(s), if requested, to discuss the alleged grievance and attempt to resolve same.

The principal shall have the right to have representative(s) or designee(s) at the meeting. The principal, or other Board representative(s), shall render such decision and communicate it in writing to the aggrieved employee and the Superintendent within seven (7) working days following the meeting between the principal and the aggrieved.

3. Step Three. In the event a grievance has not been satisfactorily resolved at the second (2nd) step, the aggrieved, if he/she so desires, may file an appeal of the principal's answer within five (5) working days of the said written decision with the Superintendent and/or his/her representative(s). Within seven (7) working days after the written grievance is filed, the aggrieved, the representative(s) of the aggrieved, if desired, and the Superintendent shall meet in an attempt to resolve the grievance. The Superintendent and/or his/her representative(s) shall file an answer within seven (7) working days of the third (3rd) step grievance meeting and communicate it in writing to the employee, the principal, and the representative of the employee.
4. Step Four. If the grievance is not resolved satisfactorily in Step three (3), there shall be available a fourth (4th) step of impartial binding arbitration. If a demand for arbitration is not filed within ten (10) working days of the third (3rd) step reply, then the grievance will be deemed settled on the basis of the third (3rd) step answer. Grievances which have been processed through the preceding steps of this procedure and only such grievances shall be submitted to arbitration as provided below:
  - a. The grievant or representative(s) shall submit, in writing, a request to enter into such arbitration. The arbitration proceedings shall be conducted by an arbitrator to be selected by the two (2) parties within five (5) working days after said notice is given. If the two (2) parties fail to reach agreement on

an arbitrator within five (5) working days, the Federal Mediation and Conciliation Service shall be requested to provide a list of five (5) arbitrators. This request shall be in the form of a written communication from the grievant and his/her representative(s), which shall serve as a joint request. The parties shall determine by coin toss which party shall have the right to remove the first (1st) name from the list. Each of the two (2) parties shall alternately strike one (1) name at a time from the list until one (1) shall remain. The striking of names shall be completed within ten (10) working days of the receipt of list, unless both parties mutually agree to extend the limit.

- b. The remaining name shall be the arbitrator. The decision of the arbitrator regarding a grievance on the contract under which the grievance was filed shall be submitted in writing within twenty (20) working days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof. The decision of the arbitrator shall be binding on the parties. Binding arbitration shall mean the hearing and determination of a case in controversy by a person chosen by the parties.
- c. The arbitrator shall have no power to alter, change, detract from or add to the provisions of this Agreement, but shall have power only to apply and interpret the provisions of this Agreement to the settlement of issues and grievances arising hereunder.
- d. Each party shall bear its own cost and expense of the arbitration proceedings excluding the fee of the arbitrator, which shall be shared equally by the employer and the grievant or his/her representative(s).

E. Other

- 1. If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the building principal and the processing of such grievance shall begin at the Second Step. The Association may process the grievance through all steps of the grievance procedure and the number of days indicated at each level applies to such grievance.
- 2. At any step of the grievance procedure, either party may request the presence of any employee that is affected by the grievance. If the grievance affects a group of employees, the presence of any and/or all such employees may be requested.
- 3. No reprisals of any kind shall be taken by the Board, individual teachers or the Association against any party in interest, or any other participant in the grievance procedure by reason of such participation.
- 4. All meetings and hearings, under this procedure, shall be conducted in private and shall include only witnesses, the party in interest, and their designated or selected representative heretofore referred to in this Article.

5. Neither the provisions of this Article nor any other Article of this contract shall be construed as preventing the employer from making a reasonable accommodation for a qualified individual in accordance with the Americans With Disabilities Act (Pub L No. 101-366 July 26, 1990) and such accommodations are not grievable.

**ARTICLE II**  
**DUES DEDUCTION**

**A. Authorization**

Any teacher may present, in writing, a request card provided by the Association, certifying membership in the Association and requesting and authorizing payroll deduction of professional dues; such cards shall be presented not later than thirty (30) days prior to the close of the payroll period when deduction should begin, and presented at the District offices.

The Association agrees to release and hold harmless the Board, each individual Board member, and all administrators against any and all claims, costs, suits or other forms of liability and all court costs arising out of the application of the provisions of this Article and the Agreement between the parties for dues deduction.

**B. Duration**

Such authorization and request cards shall continue in effect from year to year unless revoked in writing by a thirty (30) day notice to the Board and to the Association.

**C. Transmission of Dues**

For purposes of this Agreement, dues shall include only duly authorized professional association dues and shall not include initiation fees, special assessments, back dues, fines or similar items.

The Board shall transmit the total monthly deduction for dues within five (5) days following each payroll deduction.



### ARTICLE III

#### SALARY

- A. Basic salary of employees - The basic salary of employees covered by this Agreement is set forth in Schedule A, which is attached to and incorporated in this Agreement.
- B. New employees - Credit up to the tenth (10th) step of any salary level on the employee Salary Schedule shall be given for previous acceptable outside teaching experience in a duly accredited school upon initial employment. The Board shall have the option to waive the 10th step limitation if deemed necessary, but not beyond the Salary Schedule.
- C. Salary pay periods - Each employee shall be paid in twelve (12) equal installments on the fifteenth (15th) of each month. Employees shall receive their checks at their regular building and on regular school days unless otherwise designated by the employee whenever possible.
- D. Advancement of Salary Schedule
  - 1. Employees on the regular salary schedule shall be granted one (1) increment or vertical step on the schedule for each year of service until the maximum for their educational classification is reached.
  - 2. Educational Lanes - An employee who plans to meet educational standards for achievement on the salary schedule must give notice of such schedule advancement to the Superintendent's office by May 1st of the year preceding the school year when such change will take effect.
  - 3. For an employee to advance from one (1) educational lane to another and receive compensation, advance approval shall be required from the Superintendent and the employee shall file suitable evidence of additional credit with the Superintendent not later than September 5th of each year in which he/she is eligible to move.
  - 4. Employees on the salary schedule who move from one (1) educational lane to a higher educational lane may move to the corresponding eligible step on the higher lane. Eligibility to move from one (1) educational lane to a higher educational lane (horizontal movement) shall be dependent upon the following factors:
    - a. Hours beyond the baccalaureate degree, which includes preparation for state certification for teaching, must be graduate credit hours on an advanced degree program within the teacher's assigned teaching area from an approved college or university.
    - b. Graduate hours not on a degree program may be used for educational lane change if within the employee's assigned teaching area, with prior written administrative approval. These graduate hours must be from an approved college or university.

- c. A maximum of five (5) undergraduate hours credit may be used for educational lane changes if within the teacher's assigned teaching area with prior written administrative approval. These undergraduate hours must be from an approved college or university.
  - d. A maximum of five (5) staff development course credit hours may be used for educational lane change if within the teacher's assigned teaching area with prior written administrative approval. These staff development course credits must be through the Grant Wood A.E.A. Staff Development Course Program. Fifteen (15) contact course hours shall equal one (1) hour staff development course credit.
  - e. The maximum total of undergraduate credit hours and staff development course credit hours, as provided in c. and d. above, may be used only once regardless of the number of educational lane changes an employee may apply for.
  - f. Verification and a summary must be submitted upon completion of the staff development course.
  - g. Staff development courses must be outside regular working hours.
  - h. Tuition shall be paid, and salary schedule credit given for any course assigned by the Board.
- E. Schedule of Additional Pay for Extra Duties - An employee assigned extra duties will be paid on the schedule of extra pay for additional duties as set forth in Schedule B, which is attached hereto and incorporated in this Agreement.
- F. Final and Summer Pay-Final Pay-Employees terminating employment shall have the option of receiving all or part of their contracted salary in the last pay period of the in-school work year provided funds are available.
- G. Payroll Deductions- Upon appropriate written authorization from an employee, the Board shall deduct annuities and/or insurance programs approved by the Board from the salary of the employee and shall make the appropriate remittance.
- The Association agrees to release and hold harmless the Board and each individual member, and all administrators against any and all claims, cost, suits or other forms of liability and all court costs arising out of the application of the provisions of this paragraph and the Agreement between the parties for payroll deductions.
- H. Employees who are less than full-time will receive the time worked converted to the appropriate percentage of their position on the salary schedule.

## ARTICLE IV

### INSURANCE

- A. Each regular employee (thirty [30] hours or more based on a forty [40] hour equivalency) shall be allotted five hundred nineteen dollars and fifty cents (\$519.50) per month to be applied toward the district's cafeteria flexible benefit insurance program. For employees working between twenty (20) and thirty (30) hours, benefits will be prorated.

The insurance contract year will be from July 1 to June 30.

- B. The district will guarantee that the allocated amount will cover full single health insurance (Insurance benefits as described in schedule D) plus dental and life insurance. If not, the cafeteria allotment of five hundred nineteen dollars and fifty cents (\$519.50) will automatically increase to provide the coverages above and the guaranteed amount will then be negotiated for the next year.

- C. Employees participating in the cafeteria program must select at least single health, single dental, and life insurance and long-term disability insurance.

Employees whose cafeteria allotment will not cover the required insurance may opt out of the cafeteria program and will receive no allotment.

- D. The Board shall have the right at any time to procure the insurance referred to in Section A above. In the event a change of insurance carrier(s), the Board shall consult with and consider recommendations of the Association, and the level of benefits will remain comparable to the level at the end of the previous Master Contract.

- E. The District will provide a Section 125 Plan, so each employee may opt to pay unreimbursed family health premiums, dental premiums, unreimbursed medical expenses, and child care with pre-tax dollars. The Association and the District may agree to include other items in the Section 125.

- F. The district will provide an LTD insurance program for each employee, at the employee's cost, which provides a benefit of 60% of employee's salary.

- G. An employee has the option choosing PPO 250 Health Insurance or PPO 750 Health Insurance. Any savings in premium costs from "A" above may be applied to a TSA, AFLAC Insurance plan, or salary.

**ARTICLE V**  
**LEAVES OF ABSENCE**

**A. Sick Leave**

**1. Sick Leave Allowances**

Full-time teachers shall be entitled to sick leave, granted in minimum units of one-half (1/2) day, in the following graduated scale:

first year of employment .....	15 days of sick leave
second year of employment.....	11 days of sick leave
third year of employment .....	12 days of sick leave
fourth year of employment.....	13 days of sick leave
fifth year of employment.....	14 days of sick leave
sixth and subsequent years.....	15 days of sick leave

Unused sick leave days shall be accumulated from year to year with a maximum limit of accumulation of up to one hundred twenty (120) days. Once an employee has accumulated one hundred twenty (120) days, the days for the next year shall be available during that year but not carried over beyond the one hundred twenty (120) day maximum limit.

Sick leave shall not be granted for elective surgery or such illnesses; however, with approval by the Superintendent sick leave may be used for preventive medical and dental appointments.

**2. Notice of Accumulation**

Teachers may contact the central office during normal business hours to confirm the amount of sick leave credited to them. Such confirmation shall be given within five (5) working days of the request. It shall be the responsibility of teachers to sign a written confirmation of their accumulated sick leave status at the end of each academic year. Further, each teacher shall be given written notice of current accumulated sick leave days not later than thirty (30) working days after the start of each school year.

**3. Maternity**

Standards and procedures for sick leaves shall be applicable to maternity leaves.

**4. Family Illness**

In the case of illness of a member of the immediate family or any other individual or relative of unusually close personal relationship, the teacher may be granted sick

leave at the discretion of the Superintendent or his/her designee for a period not to exceed six (6) working days per school year without loss of wages or benefits.

B. Personal Leave

1. Two (2) days of personal leave will be granted per year without loss of pay. All requests for personal leave must be filed with the Superintendent or his/her designee at least one (1) week in advance of the date requested.
2. Personal leave shall not be granted in units of less than one-half (1/2) day. Personal leave shall not be used in place of sick leave, educational or professional leave, or be used to extend Holidays or vacations. Personal leave shall not be used during the hours of parent/teacher conferences or on contracted inservice days. Personal leave shall not be granted to more than two (2) teachers per attendance center per day.
3. The superintendent may waive the above restrictions in case of extenuating circumstances.
4. One (1) day of unused personal leave may be carried forward to the next year. The maximum accumulation of personal leave shall be three (3) days. Teachers with more than one (1) personal day at the end of the year will be paid for those days at one-half (1/2) the substitute pay rate. Payment will be made in the June paycheck.
5. Teachers leaving employment with the school district will be paid at one-half (1/2) the substitute rate for all unused personal days accumulated their last year.

C. Professional Leave

Professional leave for attendance of educational meetings or visiting other schools may be permitted at full pay if such attendance is approved by the Superintendent or his/her designee.

Employees may be reimbursed for expenses related to the attendance at such meetings as designated by the Superintendent or his/her designee. The cost of substitutes shall be paid by the District if approved by the Superintendent or his/her designee.

D. Bereavement Leave

In the case of necessary absence of an employee to attend or make arrangements for a funeral of a member of the employee's immediate family (spouse, child, sister, brother, parent or parent-in-law, legal dependent, legal guardian, or member of the immediate household), such employee will be paid for scheduled time lost including the day of the funeral, but not to exceed five (5) school days. Three (3) days of bereavement leave shall be granted in the event of the death of a brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent or grandchildren. In the case of the death of any other relative or person of unusually close personal relationship the teacher may be granted permission to attend the funeral at the discretion of the Superintendent without loss of

wages or benefits. Requests for bereavement leave shall be made in advance to the Superintendent or his/her designee and if requested by the Superintendent or his/her designee, the employee shall furnish proof of death and of the employee's relationship to the deceased.

E. Association Leave

Up to eight (8) days shall be available for representatives of the Association to attend the delegate assembly or other activities of the CCAEA, ISEA, ECUU, and NEA organizations. The Association shall reimburse the School District for the cost of substitute teachers needed during such leave. The President of the Association shall notify the building administrator of any teacher requesting Association leave at least two (2) days prior to such use. Association leave shall be granted in units of not less than one (1) whole day.

F. Special or Extended Leave

Short term or extended leaves of absence with or without wages and benefits may be requested in writing (if possible) to the Superintendent or his/her designee. The granting of such leaves shall be wholly at the discretion of the Superintendent or his/her designee. A written acceptance will be furnished before or after if the request was granted verbally.

G. Jury Duty and Legal Leave

Any employee called for jury duty or for a court appearance under subpoena shall be provided such time without loss of pay. Any fees or reimbursement the employee receives during such leave shall be turned over to the Clear Creek Amana School District.

Cases involving an employee's personal matters which are not school-related shall be excluded from the above provision.

When an employee is excused from jury duty, either temporarily or permanently on any working day, the employee shall promptly report to his/her immediate supervisor and shall complete any remaining hours of his/her working day if required.

H. Adoption Leave

An employee shall be allowed unpaid leave of up to fifteen (15) days when a child of less than school age is placed for adoption.

I. General Provisions on Leave of Absence

1. Employees on any paid leave of absence agree not to accept employment for wages or profit without Superintendent approval. Violation will be cause for reprimand or discipline.
2. An employee who gives the Board a false reason to obtain a leave of absence will be subject to discharge.

3. An employee returning to work after a serious illness or injury may be required by the Board to undergo a medical examination to determine whether the employee is physically and mentally qualified to return to work.
4. Failure of an employee to return to work at the end of an authorized leave of absence period, or extension thereof, will automatically terminate the employee's relationship with the Board, except under extenuating circumstances which the Board may require the employee to substantiate or unless the Board determines otherwise.
5. An employee on leave of absence may return to work prior to the expiration of the leave of absence upon approval of the Board. Such employee shall give the Board as much advance notice as possible for the early return to work.
6. All absences other than those enumerated under the above leave provisions will result in loss of pay as per contract.

J. Family and Medical Leave Act

Employees of the District are entitled to paid family and medical leave to the same extent and subject to the same terms and conditions set forth in the Family and Medical Leave Act of 1993, and the regulations implemented therein.

No provision of the Act is diminished by the inclusion of this provision in the contract nor are the pre-existing family or medical leave provisions of the contract diminished by the inclusion of this provision in the contract.

**ARTICLE VI**  
**EMPLOYEE WORK YEAR**

A. In-School Work Year

1. Definition of In-School Work Year

The in-school work year shall include days when pupils are in attendance, orientation days, and any other days for which employee attendance is required.

2. The in-school work year for teachers shall not exceed one hundred eighty-seven (187) work days, except that teachers new to the District may be required to attend an additional one (1) day of orientation.

B. Holidays

The following holidays shall be observed during the year:

Labor Day, Thanksgiving Day and the Friday following, Christmas Day, New Year's Day and Memorial Day.

Employees shall not be required to perform duties on the holidays listed above. Holidays are not included in the in-school work year days shown in A.2. above.



## ARTICLE VII

### EMPLOYEE HOURS AND DUTIES

- A. An employee's normal workday shall be no more than eight (8) consecutive hours per day, including a duty-free lunch of twenty-five (25) minutes of uninterrupted time unless extenuating circumstances for employees of the high school or middle school. If during the time that the elementary teacher is responsible for supervising lunchroom they are unable to eat lunch themselves they will be given additional time to eat lunch. Such time will not be a reduction from prep time (i.e. employee will still receive one hundred fifty [150] minutes prep per week). The starting time and dismissal times, which may vary from school to school, shall be determined by the Board. Eight (8) consecutive hours shall not be construed to extend a normal workday past the usual dismissal time.
- B. Employees shall not leave the building to which they are assigned during normal working hours without the approval of the principal or his/her designee.
- C. Employees shall be required to attend staff meetings as scheduled by the building principal. A notice of any faculty meeting shall be given to the employees involved at least one (1) day prior to the meetings, except in cases of an emergency. Employees shall have the opportunity to suggest items for the agenda.
- D. Employees may be given release time during the school day for special circumstances if approved by the building principal.
- E. On Fridays and days preceding holidays and vacations, the employees' day may end after the necessity for pupil supervision is completed and as scheduled by the building principal.
- F. Full-time high school and middle school employees shall receive one (1) period per day for preparation time. Full-time employees at the elementary school shall receive one hundred fifty (150) minutes per week for prep time. Those employees at the high school who are employed for three (3) teaching periods or more shall receive a prorated prep period. Those employees at middle school and elementary school who are employed for time equivalent to the high school periods above shall receive a prorated prep period time.
- G. Evening assignments shall not exceed four (4) each school year. Such assignments shall not be scheduled to begin later than 8:00 p.m. and shall not exceed two (2) hours each unless agreeable to the teacher.
- H. Certified employees, who are requested to substitute for absent teachers during preparation time, shall be allowed early release or late arrival at other mutually agreeable times.

## ARTICLE VIII

### REDUCTION OR REALIGNMENT OF STAFF

1. The Superintendent will first determine the individual employee(s) to be laid off in accordance with the following steps within the following categories. The categories are alphabetically defined as follows:

- |    |                    |    |                         |
|----|--------------------|----|-------------------------|
| a. | K-6                | k. | Art                     |
| b. | Business Education | l. | Counselors              |
| c. | Driver's Education | m. | Instrumental Music      |
| d. | Foreign Language   | n. | Media specialists       |
| e. | Home Economics     | o. | Physical Education      |
| f. | Industrial Arts    | p. | Special Education       |
| g. | Language Arts      | q. | Special Reading Teacher |
| h. | Mathematics        | r. | Vocal Music             |
| i. | Science            | s. | Other                   |
| j. | Social Studies     |    |                         |

Each such category shall apply district-wide and shall be considered as a separate unit. Category "a" refers to grade levels, and categories "b" through "j" applies only to employees in grades 7-12. Categories "k" through "s" shall be considered on a K-12 basis. Within each category, straight seniority shall apply. No employee shall be dismissed through reduction or realignment of staff unless all less senior employees within the same category have been dismissed.

2. The Superintendent shall determine within each category which employee(s) shall be reduced and notified according to the provisions provided for in Chapter 279, Code of Iowa. The following steps will determine the order of reduction:

Step 1.                      Normal attrition resulting from employees retiring or resigning will be relied upon to the extent it is administratively feasible.

- Step 2.
1. The remaining employees to be laid off will be selected by the Superintendent using straight seniority within categories.
  2. In the event of equal seniority existing between two (2) or more employees within the same category, evaluations will be the criteria used in selecting the employee to be dismissed.
  3. Employees will be recalled from layoff in the reverse order of their layoff provided they have the necessary qualifications as determined by the Superintendent and certification for the available vacancies. In the event two (2) or more employees are qualified to fill vacancies and were laid off the same date, the Superintendent shall

select the employee to fill the vacancy by taking into account the factors set forth in Step Three (3).

4. An employee selected for recall will be informed by the Superintendent of his/her reemployment in writing. Such written notice shall specify the position to which the employee is being recalled and the date of such recall. Within ten (10) calendar days after an employee receives notice of reemployment he/she must advise the Superintendent or his/her designee in writing by certified mail that he/she accepts the position offered in such notice. Any employee notice shall be considered received by the employee when mailed certified mail, return receipt requested, to the last known address of the employee in question as shown on the School District's records. It shall be the responsibility of each employee on layoff to keep the District advised of his/her current address. Any and all reemployment rights granted to an employee shall terminate upon such employee failure to accept within ten (10) calendar days any position offered to him/her.
5. An employee shall retain rights to reemployment after a layoff for two (2) school years following the date of layoff.
6. Once per year the Superintendent shall provide the Association, upon request, with a list showing the date of hire, areas of certification, and present categories of teaching for all teachers employed within the District. This list will be forwarded to the Association within ten (10) days of the request.

A teacher will be placed in the category of his/her primary teaching assignment and may select on a one-time basis one other category for which he/she is certified.

In the event a teacher is involuntarily transferred by the District, and the resultant transfer leaves an open category for the teacher, the teacher may select on a one time basis one (1) other category for which he/she is certified.

In the event a teacher who is certified in only one (1) category becomes certified in a second (2nd) category, the teacher will on a one time basis have the new certification area added on his/her second (2nd) category.

Employees hired for the year following 7/1/2004 will accrue seniority only in the seniority categories in which he/she teaches at Clear Creek Amana. In case of the transfer of an employee, he/she will retain seniority in all of his/her previous categories.

7. Benefits

- a. Employees on staff reduction shall be given every opportunity to substitute in positions for which they are certified.
- b. Employees on staff reduction may be continued as part of the District's insurance program(s), upon payment of the required premiums by the employee. This benefit shall be subject to the regulations of the insurance carrier(s).
- c. All benefits to which an employee was entitled at the time of his/her reduction, including unused accumulated sick leave, shall be restored to the employee upon his/her return to active employment.

## ARTICLE IX

### EVALUATION

- A. Before an employee's formal observation is undertaken, the employee shall be given the opportunity to be apprised of evaluation procedures to be observed during the year. The appraisal may be at a general meeting called by the administrative staff or may be individually administered or may be a combination thereof. Each employee shall be given notice within two (2) working days prior to the employee's initial formal evaluations so that the evaluator may be apprised of the objectives, methods, and materials, etc. Following the observation, the evaluator and the employee shall meet, if either requests a meeting, within five (5) working days after the observation. The meeting shall be scheduled by the evaluator and shall be held within five (5) working days after the request unless mutually extended. The formal evaluation shall be given to the employee within ten (10) working days of the observation.
- B. The performance of teachers in their probationary period will be formally evaluated at least once each semester and as deemed practical and necessary by the Administration. Beyond probation, teachers will be formally evaluated at least once every three (3) years.
- C. Employee evaluations are to be fair and accurate. A grievance may be filed under Article I of this Master Contract by a non-probationary employee on an evaluation only if the overall evaluation is unsatisfactory.
- D. Observations of the work performance of an employee shall be conducted openly and last at least twenty (20) consecutive minutes. Each employee shall receive his/her written copy of all formal evaluations. The employee shall sign the evaluator's copy acknowledging receipt of the employee's copy. The employee's signature on the evaluation form shall be understood to indicate his/her awareness of the material but in no instances shall said signature be interpreted to mean agreement with the content of the material.
- E. Copies of such written evaluations may be submitted to the Superintendent in such manner and at such times as may be determined by the Superintendent.
- F. The employee shall have the right to submit an explanation or other written statement regarding any material used for evaluation for inclusion in his/her personnel file. Any written statement by the employee shall be made at the time of the evaluation conference or within three (3) working days of the conference. The evaluation tool shall remain in the Supervisor's office during this three (3) working day period. Any material used for evaluation purposes shall not be placed in the employee's personnel file without the employee's knowledge.
- G. Informal classroom visits by the Superintendent and/or his/her designee may occur at any time.
- H. The above provisions deal with but one (1) of the methods of employee evaluation; i.e., evaluation of classroom teaching performance. Nothing in this Article is to be construed

as precluding evaluation of employees by any other means as deemed appropriate by the administration of the School District.

**ARTICLE X**  
**TRANSFER PROCEDURES**

**A. Voluntary Transfers**

Teacher requested transfers from building to building are made as follows:

1. All requests for transfers for the following year should be in writing in the form of a letter sent to the Superintendent or his/her designated representative no later than ten (10) days after a known vacancy is posted or by April 1st of the current year. This letter should contain specific reasons for requesting the transfer.
2. The consideration of transfer of a teacher will be based on qualifications, certifications and seniority.
3. Written notice of transfer will be given to the teachers concerned as soon as practicable.
4. Requests for transfers are kept for only one (1) school year. Renewal must be made each year.
5. The Superintendent shall have final decision in all cases of transfer.
6. Vacancies shall be posted in each building as soon as possible and before the position is filled. Employees who file a written request prior to the end of the school year shall receive a mailed notice of vacancies. The District is not required to fill vacancies from currently employed staff.

**B. Involuntary Transfers**

1. If an involuntary transfer is necessary, the Superintendent will take into consideration, so far as practical, the teachers training, experience, specific achievements, seniority and service to the District.
2. An employee will be notified, in writing, of any intended transfer and shall be entitled to a conference with the Superintendent or his/her designee to discuss the reasons for said transfer. At the request of the employee the Superintendent shall set forth, in writing, the procedures used in the determination of said transfer. If requested by the employee, the recognized Association representative may be present at the time of the conference.
3. The employee shall be notified of any intended transfer by May 1st except in cases of emergency.

## **ARTICLE XI**

### **SAFETY AND HEALTH**

- A. Physical examinations shall be required of all employees upon their initial appointment. Forms for examinations shall be provided by the school district. Employees are required to submit their physical examination cost to the insurance company for payment. The District will pay the cost of the physical after the employee has submitted the claim to the insurance company by reimbursing the employee for any cost not paid by the insurance company up to a maximum reimbursement of one hundred dollars (\$100.00).

After employment, the employee shall have a physical examination every three (3) years and the cost shall be borne by the School District in an amount not to exceed one hundred dollars (\$100.00).

- B. The Board shall pay the costs of any special medical examination or test it may require.



## **ARTICLE XII**

### **SENIORITY**

- A. Seniority shall be defined as the length of current consecutive years of professional employment by the District, including military, special or extended leave.
- B. Employees who work less than full-time shall receive prorated seniority. Employees who were employed more than one-half (1/2) time prior to and/or during the 1980-81 school year and who currently work more than one-half (1/2) time shall continue to receive full seniority.
- C. The seniority date shall be defined as the date the employee's contract was signed. If two (2) or more employees have the same seniority date, the relative order of seniority among them shall be determined by the previous amount of experience outside the District.

ARTICLE XIII

COMPLIANCE AND DURATION OF AGREEMENT

A. Duration Period

This Agreement shall remain in effect for one (1) year from August 13, 2005 through August 12, 2007.

B. Signature Clause

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective negotiators, and their signatures placed thereon, all on the \_\_\_\_\_ day of \_\_\_\_\_, 2005.

Clear Creek Amana Board of Directors

Clear Creek Amana Education Association

By \_\_\_\_\_ By \_\_\_\_\_  
President President

By \_\_\_\_\_ By \_\_\_\_\_  
Chief Negotiator Chief Negotiator

**SCHEDULE A**  
**2005-06 HIRING GUIDE**

<b>BA LANE</b>										
<b>PLACEMENT</b>										
<b>FOR</b>										
<b>NEW HIRES</b>										
<b>FROM</b>	<b>TO</b>	<b>STEP</b>	<b>BA</b>	<b>BA12</b>	<b>BA24</b>	<b>MA</b>	<b>MA15</b>	<b>MA30</b>	<b>MA45</b>	<b>PHD</b>
0	1	0	25,805	26,837	27,869	29,418	30,450	31,482	32,514	33,547
2		1	26,579	27,611	28,644	30,192	31,224	32,256	33,288	34,321
3		2	27,353	28,386	29,418	30,966	31,998	33,030	34,063	35,095
4	5	3	28,127	29,160	30,192	31,740	32,772	33,805	34,837	35,869
6		4	28,902	29,934	30,966	32,514	33,547	34,579	35,611	36,643
7		5	29,676	30,708	31,740	33,288	34,321	35,353	36,385	37,417
8		6	30,450	31,482	32,514	34,063	35,095	36,127	37,159	38,191
9		7	31,224	32,256	33,288	34,837	35,869	36,901	37,933	38,966
10	11	8	31,998	33,030	34,063	35,611	36,643	37,675	38,708	39,740
12		9	32,772	33,805	34,837	36,385	37,417	38,449	39,482	40,514
13		10	33,547	34,579	35,611	37,159	38,191	39,224	40,256	41,288
14		11	34,321	35,353	36,385	37,933	38,966	39,998	41,030	42,062
15		12	35,095	36,127	37,159	38,708	39,740	40,772	41,804	42,836
16		13	35,869	36,901	37,933	39,482	40,514	41,546	42,578	43,610
17		14	36,643	37,675	38,708	40,256	41,288	42,320	43,352	44,385
18		15	37,417	38,449	39,482	41,030	42,062	43,094	44,127	45,159
19		16	38,191	39,224	40,256	41,804	42,836	43,869	44,901	45,933
20		17	38,966	39,998	41,030	42,578	43,610	44,643	45,675	46,707
		18	39,740	40,772	41,804	43,352	44,385	45,417	46,449	47,481
		19	40,514	41,546	42,578	44,127	45,159	46,191	47,223	48,255
		20	41,288	42,320	43,352	44,901	45,933	46,965	47,997	49,030
		21	42,062	43,094	44,127	45,675	46,707	47,739	48,771	49,804

**2006-07 HIRING GUIDE**

<b>PLACEMENT</b>	<b>BA</b>	<b>BA12</b>	<b>BA24</b>	<b>MA</b>	<b>MA15</b>	<b>MA30</b>	<b>MA45</b>	<b>PHD</b>
<b>A</b>	27,000	28,080	29,160	30,780	31,860	32,940	34,020	35,100
<b>B</b>	27,810	28,890	29,970	31,590	32,670	33,750	34,830	35,910
<b>C</b>	28,620	29,700	30,780	32,400	33,480	34,560	35,640	36,720
<b>D</b>	29,430	30,510	31,590	33,210	34,290	35,370	36,450	37,530
<b>E</b>	30,240	31,320	32,400	34,020	35,100	36,180	37,260	38,340
<b>F</b>	31,050	32,130	33,210	34,830	35,910	36,990	38,070	39,150
<b>G</b>	31,860	32,940	34,020	35,640	36,720	37,800	38,880	39,960
<b>H</b>	32,670	33,750	34,830	36,450	37,530	38,610	39,690	40,770
<b>I</b>	33,480	34,560	35,640	37,260	38,340	39,420	40,500	41,580
<b>J</b>	34,290	35,370	36,450	38,070	39,150	40,230	41,310	42,390
<b>K</b>	35,100	36,180	37,260	38,880	39,960	41,040	42,120	43,200
<b>L</b>	35,910	36,990	38,070	39,690	40,770	41,850	42,930	44,010
<b>M</b>	36,720	37,800	38,880	40,500	41,580	42,660	43,740	44,820
<b>N</b>	37,530	38,610	39,690	41,310	42,390	43,470	44,550	45,630
<b>O</b>	38,340	39,420	40,500	42,120	43,200	44,280	45,360	46,440
<b>P</b>	39,150	40,230	41,310	42,930	44,010	45,090	46,170	47,250
<b>Q</b>	39,960	41,040	42,120	43,740	44,820	45,900	46,980	48,060
<b>R</b>	40,770	41,850	42,930	44,550	45,630	46,710	47,790	48,870
<b>S</b>	41,580	42,660	43,740	45,360	46,440	47,520	48,600	49,680
<b>T</b>	42,390	43,470	44,550	46,170	47,250	48,330	49,410	50,490
<b>U</b>	43,200	44,280	45,360	46,980	48,060	49,140	50,220	51,300
<b>V</b>	44,010	45,090	46,170	47,790	48,870	49,950	51,030	52,110

<b>EXTRA DUTY SCHEDULE 2005-06</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>
<b><u>HIGH SCHOOL</u></b>	<b>60% each when position is shared</b>		
Head Coach (FB,VB,BB,WR,SB,BB)	3,699	4,002	4,369
Asst. Coach (FB,VB,BB,WR,SB,BB)	2,417	2,719	2,969
Freshman Coach	1,691	1,949	2,128
Head Coach (TK,SC)	3,332	3,734	4,079
Asst. Coach (TK,SC)	1,683	1,980	2,163
Head Coach CC	2,417	2,719	2,854
Asst. Coach CC	1,397	1,624	1,704
Head Coach (GF)	1,397	1,624	1,704
Asst Coach (Gf)	1,145	1,204	1,313
Trainer	1,889	1,889	2,063
Fall Cheerleading Coach	1,850	2,001	2,185
Winter Cheerleading Coach	1,850	2,001	2,185
Asst Cheerleading/Asst Poms	1,208	1,360	1,485
Poms Director	1,397	1,624	1,773
Speech Director	1,397	1,624	1,773
Drama Director (Play or Musical)	1,397	1,624	1,773
Set Construction (Play or Musical)	208	228	474
Instrumental Director	3,171	3,414	3,727
Summer Band (5-12)	1,812	1,993	2,176
Vocal Director	3,171	3,414	3,727
Musical Director (Music)	1,397	1,624	1,773
Newspaper Advisor	1,133	1,329	1,451
Yearbook Advisor	1,329	1,573	1,717
Student Council/Homecoming Coord	2,365	2,701	2,945
Student Assistance Team Sponsor	416	457	499
Class Sponsor (JR)	404	404	440
Class Sponsor (FR,SO,SR)	215	215	233
Mock Trial	527	574	627
Academic Decathlon	527	574	627
Art Club	509	554	602
Win With Wellness Director	332	365	399
Honor Society	198	226	248
Close-Up	68	75	83
Pep Bus Chaperone	37	37	40
<b><u>MIDDLE SCHOOL</u></b>			
Coach (FB,VB,BB,WR,SB)	1,867	2,211	2,414
Coach (TR,SW)	1,257	1,453	1,586
Asst. Coach	996	1,333	1,455
Intramurals	543	591	645
Cheerleading	945	1,246	1,361
Instrumental Director (6-8)	778	855	933
Vocal Director (6-8)	778	855	933
Drama	855	1,161	1,268
Musical	1,012	1,283	1,400
Musical (Co-Directors)	778	855	933
Student Council	1,070	1,175	1,284
<b><u>ELEMENTARY</u></b>			
Vocal Director (K-5)	416	452	493
5th Band	416	452	493

**SCHEDULE C**  
**GRIEVANCE REPORT**

<div style="border-bottom: 1px solid black; margin-bottom: 10px;"></div> School District	<div style="border-bottom: 1px solid black; margin-bottom: 10px;"></div> Date Filed
<div style="border-bottom: 1px solid black; margin-bottom: 10px;"></div> Building	<div style="border-bottom: 1px solid black; margin-bottom: 10px;"></div> Number
<div style="border-bottom: 1px solid black; margin-bottom: 10px;"></div> Name of Aggrieved Person	Distribution of Form 1. Association 2. Employee 3. Appropriate Supervisor 4. Superintendent

**LEVEL II**

A. Date Violation Occurred \_\_\_\_\_

B. Date Level I Meeting Held \_\_\_\_\_

C. Parties Present at Level I Meeting \_\_\_\_\_

D. Section(s) of Agreement Violated \_\_\_\_\_

E. Statement of Grievance \_\_\_\_\_

\_\_\_\_\_

F. Relief Sought \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature	Date

G. Disposition by Principal or Immediate Supervisor \_\_\_\_\_

\_\_\_\_\_

Signature of Principal or Immediate Supervisor	Date

H. Disposition Accepted \_\_\_\_\_, Rejected \_\_\_\_\_, Comments \_\_\_\_\_

\_\_\_\_\_

Signature	Date

LEVEL III

- A. \_\_\_\_\_  
Signature of Aggrieved Person      Date Received by Superintendent
- B. Disposition by Superintendent or His/Her Designee \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Signature of Superintendent      Date  
or His/Her Designee
- 

LEVEL IV

- A. \_\_\_\_\_  
Signature of Aggrieved Person      Signature of Association Pres.
- B. \_\_\_\_\_  
Date Submitted to Arbitration      Date Received by Arbitrator
- C. Disposition and Award of Arbitrator\* \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Signature of Arbitrator      Date of Decision

\*If additional space is needed, attach additional sheets.

## MEMO

The parties agree to the following:

1. Before and after school supervisory assignments will be distributed to all bargaining unit members in an equitable manner according to his/her time of assignment in a building.
2. The District will make every effort to provide adequate travel time for employees working in more than one (1) building, so he/she will have an uninterrupted preparation time each day.